



**Shelby County
Tennessee**

MARK H. LUTTRELL JR., MAYOR

REQUEST FOR QUOTATION

BID DESCRIPTION: BIOMEDICAL WASTE PICKUP

COMMODITY: 948-93 BIOMEDICAL WASTE PICKUP

(Code No. and Description)

BID NUMBER: SEALED BID I000258
(Sealed Bid or Regular Bid)

DUE DATE: NO LATER THAN 2:30 PM, THURSDAY 4/17/2014
(TIME) (DAY) (DATE)

☒ **ORIGINAL SPECIFICATIONS** ☐ **(REVISED) SPECIFICATIONS**

160 NORTH MAIN STREET, MEMPHIS, TENNESSEE 38103

SEALED BID #:I000258
DUE DATE: 04/17/14
BUYER: Fowler

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 222-2250

SECTION I
NOTICE TO BIDDERS

**Shelby County
Tennessee**

Mark H. Luttrell, Jr., MAYOR

March 26, 2014

Ladies/Gentlemen:

Attached is our request for quotation, **SEALED BID NUMBER, I000258 for,”
Biomedical Waste Removal Services”.**

Bids are due no later than **2:30 PM, Central Standard Time, Thursday, April 17, 2014.**

Please Note: As a part of doing business with Shelby County, each individual, company, or organization is required to obtain an “Equal Opportunity Compliance” certification number prior to submitting your response.

You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. *(Applications for a vendor number are accepted online only.)*

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 501, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

THE LABEL, WHICH IS ATTACHED TO THE SPECIFICATIONS SHALL BE COMPLETELY FILLED OUT AND ATTACHED TO THE BID SUBMISSION ENVELOPE. YOU MUST DISPLAY YOUR CURRENT E.O.C. ELIGIBILITY NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. UNLESS THE LABEL IS COMPLETELY FILLED OUT AND YOUR CURRENT CERTIFICATION NUMBER OR ELIGIBILITY NUMBER IS NOTED THEREON, YOUR BID WILL BE RETURNED TO YOU UNOPENED. IF YOUR LABEL IS LOST OR MISPLACED, PLEASE NOTE THE APPROPRIATE INFORMATION IN THE LOWER LEFT-HAND CORNER OF YOUR ENVELOPE.

Shelby County Government reserves the right to reject any or all bids and to waive any informality therein.

If there are any questions on the above bid, please contact **Nelson Fowler** in the Purchasing Department at (901) 222-2250.

Sincerely,

Clifton Davis
Administrator of Purchasing

SEALED BID #:I000258
DUE DATE:4/17/14
BUYER: FOWLER

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
901-222-2250

SECTION II
GENERAL TERMS & CONDITIONS

SECTION II - GENERAL TERMS & CONDITIONS

GENERAL INFORMATION AND INSTRUCTION TO BIDDERS

The following instructions, terms, conditions and specifications are included in and become a part of this Bid Request.

Section II - General Terms & Conditions
Section III - Detailed Requirements/Specifications
Section IV - Quotation/Bid Response Form

1.0 PREPARATION OF BIDS:

- 1.1 All information requested of the vendor shall be entered in the appropriate space on the Bid Response Form. Failure to do so may disqualify the bid.
- 1.2 All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- 1.3 Corrections and/or modifications received after the closing time specified will not be accepted.
- 1.4 Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County.
- 1.5 Time of delivery may be a consideration in the award.
- 1.6 Prices will be considered as net if no cash discount is shown.
- 1.7 The vendor's Federal ID# must be provided. Failure to provide this number could result in a 20% withholding of payment for any orders placed against this bid.
- 1.8 All bids shall be signed by an authorized officer or employee of the bidder.
- 1.9 Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic or telephone bids will be accepted.
- 1.10 As a condition precedent to bidding, bidders shall have received a current "Shelby County Equal Opportunity Compliance Eligibility Number" which must be shown on each bid submitted.
- 1.11 Submit bids (1) in a sealed envelope with your company's name and address, (2) the sealed bid number, and the closing time and due date of the bid, and (3) your company's current Shelby County E.O.C. Eligibility Number shown on the outside.
- 1.12 The Bid Response Form must be completed in full for the bid to be considered for award. Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating bids; however, the County reserves the right to reject or accept for

consideration, during evaluation of bids, any additional information the bidder submits, and may reject or accept minor variations when evaluating bids.

2.0 CRITERIA OF AWARD:

- 2.1 The County reserves the right: (1) to award bids received on the basis of individual items, or groups of items or on the entire list of items, (2) to reject any or all bids, or any part thereof, (3) to waive any informality in the bids, and (4) to accept the bid that is in the best interest of the County. The Purchasing Administrator's decision shall be final.
- 2.2 The vendor may take exception to the award of individual items by stating "All or None" in the bid.
- 2.3 An Award will be made based on the following factors:
 - 2.3.1 Best/Low Bid meeting specifications.
 - 2.3.2 Previous Vendor Performance History,
 - 2.3.3 Delivery Time Quoted,
 - 2.3.4 Local presence or ownership in Shelby County.
- 2.4 Shelby County Government reserves the right to purchase any or all items in this bid utilizing the current State Of Tennessee Statewide Contract, if it is considered by the Administrator of Purchasing to be in the best interest of the County.
- 2.5 The Shelby County Government reserves the right to alter, amend, or modify any provisions of the Bid, or to withdraw this Bid, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the Shelby County Government to do so.

3.0 SPECIFICATIONS:

- 3.1 These specifications are not intentionally written for any one manufacturer and are for the purpose of indicating general size, type, and description of the equipment needed.
- 3.2 Any responsible bidder who considers these specifications to be of non-competitive nature should immediately contact the Purchasing Department Buyer listed in this request for quotation.
- 3.3 The Administrator of Purchasing hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.4 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully

complete every part as the true intent and meaning of the specifications.

- 3.5 Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

4.0 PRICING, TERMS & DELIVERY:

- 4.1 Prompt payment discounts shall be considered in the evaluation of bids.
- 4.2 Shelby County Government reserves the right to accept any prompt payment discount offered by the successful bidder; however, time will be computed from the date of receipt of a properly and correctly submitted invoice, or receipt of shipment, or acceptance of shipment, whichever is later.
- 4.3 All deliveries shall be F.O.B. inside the Shelby County Department location specified in this request for quotation. No additional charges shall be allowed above the amount shown in the net prices.
- 4.4 All prices shall be valid for a minimum of thirty (30) days from the bid opening date unless otherwise indicated in the bid request.

5.0 LIABILITIES:

- 5.1 The vendor shall hold the County, its officers, agents servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at its own expense, any and all action brought against the County because of the unauthorized use of such articles.
- 5.2 Based upon Tennessee Attorney General opinion, Shelby County Government, as a subdivision of the State Of Tennessee, cannot indemnify or hold harmless any vendor, supplier, contractor, etc. against claims of a third party or parties.

6.0 GRATUITIES:

- 6.1 Shelby County Government may by written notice to the Bidder, cancel any contract and/or purchase order resulting from the bid without liability if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by, the Bidder, or any agent or representative of the Bidder, to any official or employee of the County with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determination with respect to such a contract. In the event the contract

and/or purchase order is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Bidder in providing such gratuities.

7.0 CONFLICT OF INTEREST:

- 7.1 No part of the total contract and/or purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of the County of Shelby, Tennessee as wages, compensation, or gifts in exchange for acting as official agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, bids submitted by the above referenced individual(s) will not be accepted.

8.0 SAMPLES:

- 8.1 Samples of articles, when required, shall be furnished free of cost to the County.
- 8.2 Samples of articles selected may be retained for future comparison.
- 8.3 Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at the vendor's expense.

9.0 TAXES:

- 9.1 The vendor should include in its bid price to the County all applicable taxes it will incur for supplying the goods or services to the County, which the vendor intends to collect from the County. The contractor/vendor shall not include any sales, use or federal excise tax to be collected from the County since the County is tax exempt.
- 9.2 Items purchased for resale will show the County's resale permit number of the purchase order.
- 9.3 Exemption certificates will be furnished upon request.

10.0 BRAND NAMES:

- 10.1 Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- 10.2 Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number or level of quality. The determination of the Purchasing Administrator as to what items are equal shall be final and conclusive.

- 10.3 When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified in the bid.
- 10.4 BID PROPOSALS BASED ON ITEMS OTHER THAN THOSE SPECIFIED BY BRAND NAMES OR IN THE BID. Any items other than those brands specified in the bid specifications require approval of the buyer. The items offered must be equivalent as to function, basic design, type and quality of materials, method of construction and any required dimensions.

11.0 DEFAULT BY BIDDER:

- 11.1 In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Administrator.

12.0 CONTRACTS, LEASES, LEASE-PURCHASE:

- 12.1 When required, contracts or leases must be approved by the Shelby County Contract Administrator or Assistant County Attorney.
- 12.2 Shelby County Government will not accept language in any contract or sales agreement, etc. from any vendor, supplier, contractor, etc., which limits or attempts to limit liability for breach of contract or negligence.

13.0 BID BONDS AND INSURANCE:

- 13.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required. When a Cashier's Check is submitted in lieu of a Bond, and the bidder is one of the three (3) low bidders, the check may be retained until a contract is signed with the successful bidder.
- 13.2 When required, bidders must supply certificates of insurance or bonds through a company that is authorized to do business in the State of Tennessee, and such insurance or bond is subject to final approval by the Shelby County Risk Management Department.

14.0 FIRM PRICES:

14.1 Unless otherwise required in Section III-Detailed Requirements/Specifications, all prices quoted will be firm for 30 days.

15.0 COUNTY COMMISSION APPROVAL

15.1 Should the award of this bid exceed \$50,000, or involve a Capital Improvement Project (C.I.P.), then it will require approval by the County Board of Commissioners. This procedure could delay an award for a period of 30 to 60 days or more after the bid opening.

16.0 THIRD PARTY ASSIGNMENT:

16.1 There shall be no assignments whatsoever to third parties, financial or otherwise unless expressly agreed to by the Shelby County Government in a separate written agreement. Any assignment or attempted assignment of any nature to third parties, without the consent of the County, shall be cause for termination of the contract at the options of the County.

17.0 AUTHORITY TO AWARD BID:

17.1 The award of this bid to the successful bidders shall be governed by the Laws of the State of Tennessee. The buyer must obtain all appropriate authority to award the bid and for the County to enter into a contract.

18.0 DELIVERY EXCEPTION:

18.1 The suppliers shall not be responsible for failure to deliver materials or render services due to strikes, flood, or fire.

18.2 Should deliveries not be made on time as outlined on the quotation sheet, Shelby County Government has the authority to cancel any and all orders issued under this bid.

19.0 LIEN, CLAIMS OR ENCUMBRANCE:

19.1 The suppliers, by bidding their requirements, agree that if they become the successful bidder, all goods and materials are free of any lien, claim or encumbrance.

20.0 AUDIT AND INSPECTION OF PREMISES:

20.1 All bidders, by bidding, agree that an official of the Purchasing Department shall be allowed to inspect the bidder's premises to verify its ability to enter into the agreement.

20.2 The successful bidder shall agree to audits by an official of the Purchasing Department, should during the period of the contract (award) it become necessary.

21.0 DOCUMENTS INCLUDED IN CONTRACT:

21.1 The specifications, terms and conditions and detailed requirements shall become a part of any contract agreement or purchase order that results from this bid.

22.0 INSPECTION:

22.1 All shipments are subject to inspection prior to acceptance. If an inspection reveals that the shipment does not meet our specifications, Shelby County has the right to return said items to the supplier at the supplier's expense.

23.0 MATERIAL SAFETY DATA SHEETS:

23.1 As a condition to bid award, if item(s) contained in this bid require Material Safety Data Sheets, the successful bidder shall provide data sheets with delivery of product(s).

24.0 SHELBY COUNTY BUSINESS TAX LICENSE:

24.1 Firms located within the boundaries of Shelby County Tennessee are required to have a current Shelby County Business License issued by the Business Tax Division of the Shelby County Clerk's Office or be considered exempt from the license requirement by the County Clerk's Office.

24.2 Successful bidders to which this license requirement applies may be required to furnish a copy of their current Shelby County Business License prior to the award of this bid, or any part thereof.

25.0 PURCHASES BY MUNICIPALITIES AND OTHER GOVERNMENTAL AGENCIES/ENTITIES:

25.1 On bids issued to establish a source of supply for estimated semi-annual or annual requirements for Shelby County Government, bidders are requested to indicate in their bid response whether or not the offer applies to purchases by other municipalities or governmental agencies/entities within the boundaries of Shelby County, Tennessee.

25.2 Purchases by local municipalities or other governmental agencies/entities are optional with those

municipalities, agencies, or entities, and offers to sell to them are optional with the bidder.

26.0 PURCHASES FROM STATE OF TENNESSEE CONTRACT:

26.1 Shelby County Government reserves the right to purchase item(s) in this bid utilizing the State of Tennessee Contract or other governmental agencies' contracts if it is considered in the best interest of Shelby County Government. Purchases from these contracts are authorized by Shelby County Code, Sec, 2-57 (10) (B).

27.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:

27.1 Bidders are advised that T.C.A 10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a bid response as proprietary or confidential is therefore subject to inspection and Shelby County assumes no liability for any information so identified and divulged pursuant to a request under T.C.A 10-7-503(a).

28.0 TERMINATION OF AWARD OR CONTRACT:

28.1 It shall be cause for the immediate termination of any award or contract that may be entered into as a result of this request for quotation if, after award or contract execution, the County determines that either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contender, or has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including but not limited to rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

29.0 NON-DISCRIMINATION - TITLE VI:

29.1 The vendor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no person on the grounds of handicap, age, race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program

or activity receiving Federal financial assistance during the performance of this Contract. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

30.0 NON-DISCRIMINATION - TITLE VII:

30.1 The vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

31.0 NON-DISCRIMINATION - ADA TITLE II

31.1 The vendor agrees to comply the provisions of ADA Title II, which prohibits discrimination on the basis of disability by public entities. All governmental activities of public entities are covered, even if they are carried out by contractors. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

32.0 EMPLOYMENT ELIGIBILITY VERIFICATION

32.1 The Immigration and Naturalization Service's regulations require all employers to complete Forms I-9 as evidence of verification of identity and employment eligibility of each employee hired after November 6, 1986. The Vendor by submission of its bid acknowledges that it is in compliance with said regulations and shall upon request show proof of same.

SEALED BID#:I000258
DUE DATE: April 17, 2014
BUYER: Fowler

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 222-2250

SECTION III
DETAILED REQUIREMENTS/SPECIFICATIONS

SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS

1.0 These detailed requirements and specifications shall become a part of and included in any contract or purchase order resulting from any award.

2.0 BONDS/INSURANCE REQUIREMENTS

2.1 BID BOND OR CASHIER'S CHECK - N/A

2.2 PERFORMANCE BOND AND LABOR/MATERIAL BOND - N/A

2.3 CERTIFICATED OF INSURANCE - Required from bidder/contractor before beginning work.

Insurance Requirements. Contractor will provide evidence of the following insurance coverage:

Contractor/provider shall maintain coverage with limits of no less than:

1) *Commercial General Liability* - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees, members of boards, agencies, and commissions shall be named as additional insured's. The insurance shall include coverage for the following:

- a) Premises/Operations
- b) Explosion, Collapse, & Underground coverage, if applicable
- c) Products/Completed Operations
- d) Contractual
- e) Independent Contractors
- f) Broad Form Property Damage
- g) Personal Injury
- h) Pollution Coverage Endorsement - ISO form CG 0039 or equivalent

- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Pollution Endorsement, CA9948 or equivalent is to be included. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* with minimum limits of \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. Certificate shall indicate that these individuals are covered.
- 4) *Environmental Liability - Transportation* of biomedical or other hazardous waste, minimum limit of \$1,000,000 per occurrence.
- 5) *Hazardous Waste Storage and Disposal Facilities - Coverage* for generation, processing, transportation or disposal of hazardous waste. MCS-90 DOT endorsement (required by the Motor Carrier Act) is to be included if necessary. Minimum limit of \$1,000,000 per occurrence.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

Note: Shelby County Government, its elected officials, officers, employees, appointees shall be named as additional insured on all coverage. All policies will provide for thirty (30) days written notice to Shelby County of cancellation or material change in the coverage provided.

- 2.4 *LICENSES AND PERMITS* - Contractor shall be licensed locally and shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

3.0 WARRANTIES

All work will be performed in a good and workmanlike manner and free from defects.

4.0 LITERATURE REQUIREMENTS

Provide Material Safety Data Sheets as required.

5.0 MANUAL REQUIRED OF SUCCESSFUL BIDDER

N/A

6.0 DEVIATIONS TO SPECIFICATIONS

Any deviations from the attached bid specifications shall be clearly stated in the bid and properly noted by the items to which an exception is being taken.

7.0 SPECIAL PACKAGING

N/A

8.0 ANY SPECIAL DELIVERY REQUIREMENTS OR COMPLETION REQUIREMENT

N/A

9.0 FIRM PRICES

July 1, 2014 through June 30, 2015 with the option to renew for two (2) additional one (1) year periods July 1, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017.

10.0 YOU NEED ANY SPECIAL REFERENCE TO PUBLICATIONS OR STANDARD

N/A

11.0 RIGHTS OF INSPECTION AND/OR SAMPLING

N/A

12.0 AWARD - ANY SPECIAL INSTRUCTION - AS TO TOTAL LOW,
INDIVIDUAL PRICING, ETC,

Shelby County reserves the right to award all or part of
this bid whichever is in the best interest of the County.

The intent of Shelby County Government is to award this bid
to overall low bidder meeting specifications (one vendor).

13.0 PAYMENT SCHEDULE

Prompt payment discount shall be considered as a cost
factor in this bid. Invoices shall be paid thirty (30) days
after receipt of correct invoices. Invoices shall be sent
directly to the using department.

14.0 CONTRACTS REQUIRED

A Contract will be required and an award letter issued.

15.0 F.O.B. POINT

N/A

16.0 DEMONSTRATION OF EQUIPMENT REQUIRED

N/A

17.0 BIDDER INQUIRIES:

Should bidders have questions regarding the detailed
requirements for this bid or specifications, please refer
to specification sheets for individual contacts at the
various locations. All other inquiries regarding general
bidding procedures should be addressed to Nelson Fowler,
Purchasing Department(901) 222-2250.

BIOMEDICAL WASTE PICKUP

1.0 SCOPE:

The purpose of this bid is to secure an agreement to provide Biomedical Waste Pick-up Services for the Shelby County Health Department, Memphis/Shelby County Juvenile Court for the period covering July 1, 2014 through June 30, 2015. There shall be an option to renew this agreement for two (2) additional one (1) year periods, covering July 1, 2015 through June 30, 2016, and July 1, 2016 through June 30, 2017, upon agreement of the successful vendor and Shelby County Government.

2.0 PICK-UP SCHEDULE:

The successful bidder shall furnish and pick-up biomedical waste containers from various locations for the Health Department and Juvenile Court as stated on the bid response sheets.

3.0 REFERENCES:

At the request of Shelby County Purchasing Department, bidders shall be required to submit not less than three (3) written references from existing customers requiring comparable service levels and expectations.

4.0 EMERGENCY CONTACT LISTING:

The successful bidder shall provide the Support Services with a list of emergency contact personnel and telephone numbers in the event of an "after hours issue". Bidder shall respond to emergency pick-up within twenty-four hours.

5.0 DISPOSAL

All bidders shall meet the EPA standards and requirements for the disposal of bio-hazard waste (medical waste) as set forth in the State of Tennessee regulations. All containers must be labeled as such, and the tracking and disposal shall follow these guidelines.

6.0 INDEMNIFICATION:

The successful bidder agrees to protect, indemnify, defend and save harmless Shelby County Government, its present and future officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) arising out of or relating to the Company's negligent or willful acts or omissions related to the maintenance and/or operation of the Sanitary Landfill.

7.0 INVOICING:

All invoices submitted by the successful bidder shall state the location of the unit serviced and the date(s) of service.

8.0 CANCELLATION:

Shelby County Government may cancel the award resulting from this bid for just cause.

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SECTION IV
QUOTATION/BID RESPONSE FORM

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

MARK H.
LUTTRELL JR.
MAYOR



SHELBY COUNTY PURCHASING DEPT.
160 N. MAIN – SUITE 900
MEMPHIS, TENNESSEE 38103-1880
(901) 222-2250

REQUEST FOR QUOTATION

NUMBER SB	I000258	DATE 03/26/2014
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**THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND
RELATED CORRESPONDENCE.**

THIS IS NOT AN ORDER

**AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN
THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE
SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH
DELIVERY OF PRODUCTS.**

QUOTE NOT LATER THAN 2:30 PM, 4/17/14	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER R038613	REQUISITION DATE 3/14/2014	BUYER FOWLER
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948-93 BIOMEDICAL WASTE PICKUP

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>NOTICE TO BIDDERS:</p> <p>THIS IS OUR SEALED BID I000258, WHICH IS DUE NO LATER THAN 2:30 PM, THURSDAY, APRIL 17, 2014 THE "GENERAL TERMS AND CONDITIONS", AS OUTLINED IN SECTION II, WILL TAKE THE PLACE OF THE "GENERAL BID REQUIREMENTS" SHOWN ON THE NEXT PAGE OF THIS REQUEST FOR QUOTATION FORM.</p> <p>IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR A "NO BID", WE WILL ASSUME YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED ABOVE, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.</p> <p>PAGE 1 OF 2 (SIGNATURE REQUIRED ON THIS PAGE)</p>		

THIS IS NOT AN ORDER

NOTE DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY

TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.
EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.

MARK H.
LUTTRELL JR.
MAYOR



SHELBY COUNTY PURCHASING DEPT.
160 N. MAIN – SUITE 900
MEMPHIS, TENNESSEE 38103-1880
(901) 222-2250

REQUEST FOR QUOTATION

NUMBER SB	I000258	DATE 3/26/2014
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**AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN
THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE
SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH
DELIVERY OF PRODUCTS.**

QUOTE NOT LATER THAN 2:30 PM, 4/17/2014	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER R038613	REQUISITION DATE 3/14/2014	BUYER FOWLER
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948-93 BIOMEDICAL WASTE PICKUP

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LOT	BIOMEDICAL WASTE PICKUP FOR SHELBY COUNTY HEALTH DEPARTMENT AND JUVENILE COURT. SEE ATTACHED BID RESPONSE SHEET.		

THIS IS NOT AN ORDER

NOT DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY

TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.
EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.

	LOCATION	MONTHLY NUMBER OF CONTAINERS	MONTHLY NUMBER OF PICKUPS	MONTHLY RATE	ANNUAL COST
1	Shelby County Health Department 814 Jefferson Avenue Memphis, Tennessee 38105-5041	20	4		
2	Shelby County Health Department Cawthon Dental Clinic 1000 Haynes Street Memphis, Tennessee 38114-3374	6	2		
3	Shelby County Health Department Collierville Clinic 167 Washington Street Collierville, Tennessee 38107	1	2		
4	Shelby County Health Department Millington Clinic 8225 Highway 51 North Millington, Tennessee 38053	2	2		
5	Shelby County Health Department Shelby Crossing Clinic 6170 Macon Road Memphis, Tennessee 38134-7502	3	2		
6	Shelby County Health Department Hickory Hill Clinic 6590 Kirby Parkway Memphis, Tennessee 38115	7	2		
7	Shelby County Health Department Southland Mall Clinic 1287 Southland Mall Memphis, Tennessee 38116	4	2		
8	Shelby County Health Department Supplemental Food Warehouse 756 Galloway Avenue Memphis, Tennessee 38105-2015	4	2		
9	Memphis/Shelby County Juvenile Court 616 Adams Memphis, Tennessee 38105 Contact Person: Dini Malone Phone # 901-405-8518	8	4		

Red Bio-Medical Bags, 1 Roll/Box, 1.2
Mil Thick, Size Bag 40 Gallon.
Estimated Quantity, 80 Rolls. Please
10 Quote Unit Price and Extended Price.

TOTAL ALL SITES

Proposal Response Sheet

Shelby County Government – SBI-000258 BIOMEDICAL WASTE REMOVAL SVCS

Name of firm: _____

Firm's Website: _____

Mailing Address: _____

Remit Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Payment Terms: _____

Authorized

Representative: _____

Print: _____

Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)

Email address: _____

Authorized Representative: _____

Print: _____

Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)

Email address: _____

The signature (s) above indicates that certifies that:

- (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
- (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
- (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
- (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

Vendor # _____ (**Required**) EOC #: _____ (**Required**)

If EOC certification was obtained through a Teaming agreement and the EOC number starts with a "T", please complete the next page. If this does not apply, disregard the next page.

_____ Check here if you qualify as a MBE____, HBE____ or WBE____ (Minority, Hispanics or Woman owned Business Enterprise) If so, please indicate the classification below:

☐ African American ☐ Hispanic American ☐ Asian American ☐ Native American ☐ Other _____

_____ Check here if you are a qualified LOSB (Locally owned Small Business) vendor. Certification for this status is received through the EOC Administration. *This is not a self-certifying classification.*

Proposal Response Sheet

Shelby County Government –SBI-000258 BIOMEDICAL WASTE REMOVAL SVCS

Are you currently in an EOC Teaming Agreement? If so please complete the following:

Please name the firm you agreed to team with in order to be qualified to do business with Shelby

County Government: _____

You are aware that part of being approved with a “Teaming Agreement” you agreed to team with the certified LOSB identified on your agreement on “ALL” County projects?_____

Will this company participate in the completion of services for this proposal?_____

If not, why?_____

If you answered no to the above question, is your Teaming LOSB vendor aware that you are bidding on this project for the County?_____

Have you included another firm to participate in the completion of the services:_____

If so, who?_____

(Include the complete business name, address, phone and contact person)

Are they a certified LOSB with Shelby County?_____ Include LOSB#_____

Please note that all of the information contained on this page will be used during the evaluation of the responses

The first page of this document MUST be printed on your company letterhead or stationary.

Definitions for the information listed on the first page

Locally Owned Small Business:

For this purpose, a Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, joint venture or any other business or professional entity located within Shelby County, Tennessee and at least 51% owned, operated and managed by a Shelby County resident with gross annual sales of \$5 Million dollars or less. The business must be confined within the boundaries of Shelby County, Tennessee

Minority/Hispanic/Woman owned Business Enterprise:

Minority – a Black American having his or her origin in the black racial groups of Africa.

Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture.

Response Checklist:

Please make sure that basic information listed below is provided in your RFP before you submit your response.

- ☐ Cover Sheet/Proposal Response Sheet (**Required**)
- ☐ Comprehensive Response to Minimum Requirements & Required Services
- ☐ Cost & Fees
- ☐ Experience of Respondent
- ☐ References
- ☐ Additional Information (optional)

(This checklist does not absolve the Respondent of any other required documentation indicated in the document not list above. Please use the information highlighted above as a reference only)